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**THIRD LEASE AMENDMENT  
BETWEEN  
THE PORT OF PORTLAND  
AND  
BENSON INDUSTRIES, INC.**

THIS THIRD LEASE AMENDMENT ("Amendment No. 3") effective as of June 1, 2002, is entered into by and between THE PORT OF PORTLAND, a port district of the State of Oregon (the "Port") and BENSON INDUSTRIES, INC. ("Lessee").

**RECITALS**

A. The Port and Lessee executed a Lease of Land and Improvements at Terminal 1 North dated effective October 29, 1998 (Port Lease No. 98-187), as amended by First Lease Amendment dated effective April 6, 2000 and Second Lease Amendment dated effective July 1, 2001 (as amended, the "Lease").

B. The Port plans to lease property at Terminal 1 North to the City of Portland (the "City") beginning June 3, 2002. Lessee's use of yard area at Terminal 1 North will be affected by the City's tenancy and the Port and Lessee desire to supplement, modify and amend the Lease to specify yard area and common areas to be used by Lessee after June 1, 2002 and for the duration of the Lease.

NOW, THEREFORE, the parties, intending to be legally bound by the terms and conditions contained in this Amendment No. 3 and in consideration of the mutual covenants set forth below, agree as follows:

**AGREEMENT**

**1. PREMISES**

The first sentence of Section 1.1 of the Lease is hereby deleted and replaced with the following:

The Port leases to Lessee and Lessee leases from the Port, on the terms and conditions stated below, the land and appurtenances thereto, consisting of the approximately Ninety-Six Thousand (96,000) square feet, Warehouse 3 ("Warehouse") and approximately Ninety Thousand (90,000) square feet of yard area located next to the Warehouse ("Yard Area"), all located in the northern portion of Terminal 1, Portland, Oregon, and identified and shown on the attached **Exhibit A1**, together with all improvements located thereon or to be located thereon (the "Premises").

The following new Section 1.1.1, Coordination with City Lease, is hereby added to the Lease:

**1.1.1 Coordination with City Lease**

Lessee shall remove all material and vehicles from the area between Warehouse 101 (leased by Lessee from the Port under Agreement Number 2001-086) and Warehouse 3, by June 1, 2002. For the period from June 3, 2002 through September 30, 2002, Lessee shall have the right to use the area designated on **Exhibit A1** as "Cross



Traffic," for the purpose of truck circulation and for transporting materials stored in Warehouse 101 to Warehouse 3. There may be no parking or storage in this area. The City will provide temporary fencing to segregate the Cross Traffic area from yard areas being leased by the City. Beginning October 1, 2002, Lessee may no longer use the Cross Traffic area.

## 2. COMMON AREAS

As of June 3, 2002, the only Common Areas at Terminal 1 North will be those designated on **Exhibit A1**, and all references in the Lease to "Common Areas" shall be deemed to mean those Common Areas designated on **Exhibit A1**.

## 3. EASEMENT RIGHTS

Section 1.3 dealing with Easement Rights is hereby deleted. The thirty (30) feet wide access area is now within the Common Areas, as set forth in Section 2 of this Amendment No. 3.

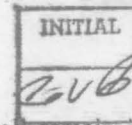
## 4. ENTRANCE GATE

Lessee has been using the main entrance gate to Terminal 1 North, Gate 21. At some point between June 3, 2002 and September 30, 2002, the City will be constructing an alternate gate for Lessee's use, Gate 21B. After Gate 21B has been installed by the City, Lessee shall cause its agents, employees, representatives, invitees, and all vehicle traffic associated with Lessee's operations to use Gate 21B, as shown on **Exhibit A1**, as the primary ingress and egress route for access to and from the Premises. Lessee's use of Gate 21B shall be exclusive to Lessee and Lessee shall keep Gate 21B closed when not in use. ~~Until such time as Gate 21B has been installed, and except as modified herein, all provisions of Section 1.4 shall remain in effect.~~



## 5. SAVINGS CLAUSE

Except as expressly modified by this Amendment No. 3 the Lease shall remain in full force and effect according to its terms.



IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the date set forth above.

BENSON INDUSTRIES, INC.

PORT OF PORTLAND

By: 

By: 

Title: Treva Benson

Title: EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL  
SUFFICIENCY FOR THE PORT OF  
PORTLAND

By: 

Counsel for the Port of Portland

